

WAIVER OF SERVICE OF SUMMONS

Celia M. Jackson, Esq., Heller Ehrman LLP
(NAME OF PLAINTIFF'S ATTORNEY OR UNREPRESENTED PLAINTIFF)

I, Executive Risk Specialty Insurance Company, acknowledge receipt of your request
(DEFENDANT NAME)

that I waive service of summons in the action of LensCrafters, Inc. et al., v. Liberty Mutual Fire Insurance Company, et al.,
(CAPTION OF ACTION)

which is case number C-07-2853-EMC in the United States District Court
(DOCKET NUMBER)

for the Northern District of California.

I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons and an additional copy of the complaint in this lawsuit by not requiring that I (or the entity on whose behalf I am acting) be served with judicial process in the manner provided by Rule 4.

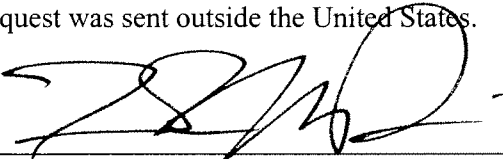
I (or the entity on whose behalf I am acting) will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me (or the party on whose behalf I am acting) if an

answer or motion under Rule 12 is not served upon you within 60 days after June 5, 2007,
(DATE REQUEST WAS SENT)

or within 90 days after that date if the request was sent outside the United States.

June 6, 2007
(DATE)


(SIGNATURE)

Printed/Typed Name: Terrence R. McInnis, Esq.

As Attorney Executive Risk Specialty Insurance
of Company